

Vermont Department of Corrections

Request for Proposals

Project Title: Pretrial Services; risk assessments, needs screening and case monitoring.

Contract Period: December 15, 2014 through December 14, 2016

Date RFP Issued: September 10, 2014

Bidders Conference: September 24, 2014, 1:00 PM EST; 426 Industrial Ave., Williston, VT

Date of Bid Closing: October 15, 2014, 3:00 PM EST

Date of Bid Opening: October 16, 2014 Date

Location of Bid Opening: 426 Industrial Ave, Williston, VT

Single Point of Contact: Director of Pretrial Services

Contact Address: Vermont Department of Corrections
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Waterbury, VT 05671-1001

Phone: 802-951-5000 (Email: Janette.hoague@state.vt.us)

1. Overview

1.1 Requests for Proposals

The Vermont Department of Corrections (“DOC”) is seeking proposals which will deliver pretrial services to individuals who enter the criminal justice system, including risk and needs assessments, substance abuse and mental health screenings with appropriate follow-up referrals, and case monitoring. The DOC will consider contract proposals from individuals seeking to work in one county or region as well as proposals from groups or organizations seeking to provide county, regional, or statewide services. These services will be delivered by personnel designated as Pretrial Monitors (“Monitors”).

1.2 Background and Need Statement

In 2014, the Vermont General Assembly passed S.295, enacted into law as Act 195: An Act Relating to Pretrial Services. Included in the Act’s Legislative Findings is the following language:

Research shows the risk-need-responsivity model approach to addressing criminal conduct is successful at reducing recidivism. The model’s premise is that the criminogenic risk and needs of a person charged with ... a criminal offense should determine the strategies appropriate for addressing the person’s criminogenic factors. Some studies show that incarceration of low-risk offenders or placement of those offenders in programs or supervision designed for high-risk offenders may increase the likelihood of recidivism.... The objective of a pretrial risk assessment is to provide information to the Court for the purpose of determining whether a person presents a risk of failure to appear or a threat to public safety so the Court can make an appropriate order concerning bail and conditions of pretrial release. The objective of a pretrial needs screening is to obtain a preliminary indication of whether a person has a substantial substance abuse or mental health issue that would warrant a subsequent Court order for a more detailed clinical assessment.

Currently defendants in pending cases are either released on bail and/or conditions of release or detained in a correctional facility. Defendants released on bail and/or conditions have little to no contact with the Department of Corrections or any other monitoring or supporting entity. Pretrial services monitors will work with and support individuals released from the court on conditions as well as people who are participating in a prosecutor’s precharge program. The DOC does monitor a small number of pretrial cases under Home Detention status. In addition to the defendants released on conditions and those people in a precharge program the pretrial monitors will work with and monitor defendants on home detention. The State envisions that the Pretrial Services initiative will support the following high-level goals:

- Increasing public safety through monitoring compliance with conditions of release
- Encouraging the creation of precharge programs by providing monitors for those programs
- Reducing the number of detentioners held in correctional facilities
- Increase the ability of defendants in pre charge or pending court cases to access services that address their substance abuse and mental health needs

2. Scope of Work

Pretrial services monitors conduct a risk assessment and needs screening on persons brought into the criminal justice system. Through an interview, verification of background information, and the completion of evidence-based screening instruments, the monitor provides the court and the parties with important information from which release and programming decisions can be made. Currently the Court does not have this type of verified information so critical to making informed bail and release decisions. Moreover, this same verified information may convince a prosecutor of the person's suitability for participation in a supervised precharge program rather than sending the individual into the court system.

Under the supervision of the Director of Pretrial Services, monitors will perform risk assessments, needs screenings, and pretrial or pre charge monitoring. The Department of Corrections will provide training on the use of the validated and evidence-based instruments for these purposes. Monitors will supervise and support individuals participating in a precharge program as well as people released by the court on conditions, consistent with the provisions of Act 195. Monitors will report to the court for people on conditions of release. Monitors will report to the prosecutor for people participating in a precharge program. Monitors will support participants in the community in a variety of ways including through treatment referrals, developing transportation strategies, regular meetings, substance testing, electronic monitoring and reminding participants of appointments including court dates.

While Monitors will be trained and supervised by the Director of Pretrial Services, they will work independently and as such represent the frontline of the program. In addition to providing the aforementioned screenings, they must have excellent organizational and communication skills and be skilled at liaising with many levels of the Criminal Justice System. Monitors will collect data and cooperate with any and all program evaluations. Monitors will submit regular reports as directed by the Director of Pretrial Services and/or DOC.

Please refer to Act 195 for a further description of the pretrial services law.

3. General Provisions

3.1 Contract Terms

Individuals and entities selected to provide pretrial services will sign a contract with the DOC to carry out the responsibilities detailed in this RFP and Act 195. The terms and conditions from this RFP and the contractor's response will become part of the contract. This contract will be subject to review throughout its entire term. The DOC will consider cancellation upon discovery that a contractor is in violation of any portion of the agreement, including an inability by the contractor to provide the products, support and/or service offered in their response. The contract shall include requirements to comply with data collection and evaluation procedures, regular statewide meetings with the other monitors, and supervision and reporting to the statewide Pretrial Services Director.

3.2 Contract Award

The DOC may award one or more contracts and reserves the right to make additional awards to the same vendor or other vendors who submitted proposals at any time during the first year of the contract if such award is deemed to be in the best interest of the DOC.

3.3 Ownership of Work Product and Intellectual Capital

Except for proprietary or commercial software, the DOC will have all ownership rights to the documentation designed, developed, and/or utilized for this contract. All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, notes and memoranda, and, written procedures and documents, regardless of the state of completion, which are custom developed and/or are the result of the services required under this contract, shall be and remain the property of the DOC and shall be delivered to the DOC upon 30 days notice by the DOC. A vendor shall not sell a work product or deliverable produced under a contract awarded as a result of bids without explicit permission from the DOC.

3.4 Penalties and/or Retainage

The contractor will be subject to penalties or retainage related to performance.

3.5 Subcontractors

Any subcontractors hired by the primary contractor must adhere to the same standards and contract provisions applicable to the primary contractor. The primary contractor retains overall responsibility for contract performance. The primary contractor must advise the DOC of the intent to hire a subcontractor and provide all requested and pertinent information about the proposed subcontractor to DOC. The DOC reserves the right to reject the hiring of subcontractor during the term of contract.

3.6 Invoicing

All invoices are to be submitted by the Contractor on the Contractor's standard invoice or as directed by DOC. The invoice must include the following: a signed signature, name and address for remittance of payment by the state, the contract number, date of performance and a brief description of the service or product provided.

3.7 Contractor Performance Guidance

All bidders will be held to specific performance review criteria over the life of the contract to ensure that project deliverables as outlined in the RFP and attested to in the Scope of Work are being met. Review of project deliverables will occur at intervals agreed upon by both the State and the Contractor and designated in the contract.

3.8 Contractor Staffing

Key staff member(s) must be assigned to this contract for the full duration proposed. None of the key staff member(s) may be reassigned or otherwise removed early from this project without explicit written permission of the DOC.

The Contractor must identify staff member(s) who will remain on this project until completion, unless indicated otherwise in the Contractor's proposal. The Contractor may propose other staff members as "key" if desired and approved by DOC. The Contractor will make every reasonable effort to ensure that the early removal of a key

staff member has no adverse impact on the successful completion of this project.

3.9 Key Contractor Responsibilities

The selected Contractor must assume primary responsibility for the implementation of the contract specifications and activities.

3.9.1 The Contractor will successfully implement the plan to accomplish the tasks described and defined in the Scope of Work.

3.9.2 The Contractor must abide by all State policies, standards and protocols as provided and defined in this contract and state law. Before commencing work on this Agreement the Contractor must provide certificates of insurance to show that the following minimum coverage set out below is in effect. It is the responsibility of the Contractor to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Contractor for the Contractor's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Contractor shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the Agreement, the Contractor shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- Premises - Operations

- Products and Completed Operations

- Personal Injury Liability

- Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

- \$1,000,000 Per Occurrence

- \$1,000,000 General Aggregate

- \$1,000,000 Products/Completed Operations Aggregate

- \$ 50,000 Fire/ Legal/Liability

Contractor shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Contractor shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit. The Contractor shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Contractor shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of \$1,000,000 per occurrence, and \$3,000,000 aggregate for clinical service providers.

3.9.3 The Contractor must abide by all Federal Regulations if applicable to this contract.

4. Management Structure and General Information

4.1 Project Management

The Contractor will be accountable to the Director of Pretrial Services and his/her designee(s) within DOC, and holds responsibility for the project deliverables, schedule and adherence to contract provisions. The Contractor must abide by all DOC standards and protocols as defined by the Director of Pretrial Services and his/her designee(s).

4.2 Status Reports

The DOC reserves the right to call meetings with the contractor either in person or by conference call to ensure that unresolved issues are resolved during this contract period. The contractor will be accountable in advising the Director of Pretrial Services of this contract or designee when/if performance measures agreed upon will not be met. Status reports required by the VT DOC are currently being developed and will be included in the contract.

5. Proposal Requirements

5.1 Proposal Guidelines

This RFP defines the scope of work required and work/management structure within which the chosen Contractor must operate. In order to be considered for selection, bidders must complete all responses to this RFP in the format described in this document. Proposals not meeting the requirements described in this RFP will not be considered.

5.2 Single Point of Contact

The Director of Pretrial Services is the sole contact for this proposal. All communications concerning this RFP are to be addressed in writing to the attention of the Director of Pretrial Services listed on the cover sheet of this proposal. Attempts by bidders to contact any other party could result in the rejection of their proposal as determined by the DOC.

5.3 Question and Answer Period

Any bidder requiring clarification of any section of this proposal or wishing to submit questions may do so according to the 5.5 Timetable schedule listed in this section. Questions may be e-mailed to Janette.hoague@state.vt.us listed on page 1 of this proposal. Any clarification or questions submitted following the last day of the question period to the RFP will not be responded to.

At the close of the question period a copy of all questions or comments and the State's responses will be posted on the State's web site:

<http://www.vermontbusinessregistry.com>.

Every effort will be made to have these available soon after the question period ends, contingent on the number and complexity of the questions.

5.4 Bidders Conference Call

Not scheduled

5.5 Timetable

The table below presents the DOC schedule for this RFP and contracting process. Please note that the DOC may change this schedule at any point.

RFP published	September 10, 2014
Written questions due	September 22, 2014
Response to questions	September 24, 2014
Proposal due (see Section 5.6 for detailed instructions on proposal format and submission instructions)	October 15, 2014
Contract negotiation period	November 1 through November 30, 2014
Anticipated "Start Work Date"	December 15, 2014

The State reserves the right to accept or reject any or all proposals. Selected State staff will evaluate the submitted proposals. If a proposal is selected, the chosen Contractor will be invited to negotiate a contract for all or part of the activities outlined in this RFP. The work to be completed under this contract will commence no later than December 15, 2014.

5.6 Proposal Submission

Bidders must submit an original and two (2) copies of the proposal with a signed cover letter.

The State reserves the right to eliminate from further consideration any proposal deemed to be substantially or materially unresponsive to the requests for information contained herein.

Please note that any and all pages of the bidder's proposal containing confidential and proprietary information must be clearly marked "Proprietary and Confidential." After completion of this bid process, all proposal materials are in the public domain. Proposals may not be marked "Proprietary and Confidential" in their entirety.

The proposal must be organized in the order described below. Use the numbering designations outlined.

Bidders will submit their proposal to:

Annie Ramniceanu, Director of Pretrial Services
Vermont Department of Corrections
426 Industrial Ave, Suite 120
Williston, VT 05495

The closing date for the receipt of proposals is October 15, 2014.

All proposals must be delivered to the DOC at the address listed above prior to that time. The State reserves the right to reject any proposals or unsolicited amendments submitted after that time and, if rejected, will be returned to the bidder. There are no exceptions to the closing date conditions.

Delivery Methods:

- | | |
|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| U.S. MAIL: | Bidders are cautioned that it is their responsibility to originate the mailing of bids in sufficient time to insure receipt by the State prior to the time of the bid opening. |
| EXPRESS DELIVERY: | If bids are being sent via an express delivery service, be certain that the RFP designation is clearly shown on the outside of the delivery envelope or box. |
| HAND DELIVERY: | Hand carried bids must be delivered to address stated above. |
| ELECTRONIC/EMAIL: | Electronic bids will <input checked="" type="checkbox"/> / will not <input type="checkbox"/> be accepted. |
| FAXED BIDS: | Faxed bids will not be accepted. |

5.7 Proposal Format

Proposals must be no longer than ten (10) pages, excluding staff résumés, the cost proposal and references.

The format of the vendor's proposal must include, at a minimum the following chapters, numbered as follows:

5.8 Response Section I: Cover Letter, Vermont Tax Certificate and Insurance Certificate

The cover letter must be signed and dated by a person authorized to legally bind the proposer to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. This must be completed and submitted as part of the response for the proposal to be considered valid. See Attachment C.

Along with introductory remarks, the cover letter must include by attachment the following information about the contractor and any proposed subcontractors:

- Name, address, principal place of business, telephone number, fax number, and

email address of legal entity or individual with whom contract would be written.

- Legal status of the vendor (individual, sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business, as the entity now substantially exists.
- Disclose if you, your Chief Financial Officer (or equivalent), or any persons who may be directly involved in this funded agreement over the past five years has been convicted, imprisoned, placed on probation or under supervision, or fined for any violation of any law including motor vehicle violations.
- Disclose if you, Chief Financial Officer (or equivalent), or any persons who may be directly involved in this funded agreement has been convicted of a felony at any time.
- Location of the facility from which the contractor would operate.
- Number of years experience carrying out the activities of this contract.
- Demonstrate adequate financial resources and be financially sound as proven by furnishing balance sheet/financial statements, showing that the contractor has been in business continually for the last three (3) years.
- Provision of a single point managerial level contact to coordinate all State requirements and to be the point of contact for any problems/questions that may arise.
- Statement showing agreement that vendor's procedures shall be in compliance with all applicable Federal and State laws.
- Insurance Certificate must be included in Response Section I.
- Vermont Tax Certificate must be included in Response Section I.
- Statement outlining your acceptance of conditions outlined in the RFP and with the State's contract provisions.

Response Section II: General Background and Qualifications

Contract bidders must provide the following information about their company so that the VT DOC can evaluate the bidder's stability and ability to support the commitments set forth in response to the RFP. The VT DOC may require additional documentation to support and/or clarify requested information.

- A brief description of the company, including past history, present status, and if fitting future plans, etc.
- Company size and organization.

- Disclose any history of defaults, contract terminations, and bankruptcies.

Response Section III: Ability and Approach to Implement the Activities and Specifications of this Contract

The section of the proposal will contain the ability and approach that the vendor will take in implementing the activities and specifications described in this RFP (Section 2, Scope of Work). This section should include activities/tasks the contractor will accomplish along with measurable outcomes.

Response Section IV: References

In order to validate the highest-ranking proposal, references will be contacted for further input. These clients may be contacted to determine the quality of the work performed and the personnel assigned to the project. The results of the reference calls will be used by the evaluation team in developing its recommendation for awarding the contract.

Bidder must provide at least three (3) references along with the name, title, phone number, and email address of the person who can speak to the bidder's work and experience.

Response Section V: Staffing

Organizations responding to this RFP must present proposed staff, credentials and training needs and plans.

Response Section VI: Proposed Work Plan (Response to Requirements)

This section should contain the following information about how the bidder will implement the approach described in Responses Section III, to accomplish the goals of the project.

Response Section VII: Cost Proposal

EXPENSES	Year 1	Year 2	Total projected
Salary, including per hour rate			
Fringe Benefits (provide details)			
Travel			
Administrative (provide details on this rate and the Projected benefit to State for scope of Services)			
Training needs and costs			
Other (provide details)			

Response Section IX: Exceptions

If the vendor should choose not to address a certain Activity, Deliverable or Condition, the vendor's proposal must clearly explain why and what the vendor proposes as an alternative.

Response Section X: Bidder's Review of RFP, State Contract Template, and Insurance Requirements.

Vendor has reviewed the terms and all provisions of the Request for Proposal, the State of Vermont contract template and insurance requirements and accepts conditions set forth.

6. Proposal Evaluation

The evaluation team will determine if each proposal is sufficiently responsive to the RFP to permit a complete evaluation of the individual/organization and experience. Proposals must comply with the instructions to bidders contained in Section 5: Proposal Requirements. Failure to comply with the instructions shall deem the proposal non-responsive and subject to rejection without further consideration. The State reserves the right to waive irregularities.

6.1 Minimum Requirements

Minimum requirements for a proposal to be given consideration are:

- The proposal must have been received by specified date, hour (Eastern Standard Time) and in the number and form of copies specified.
- The proposal must contain the following items in the following order:
 - Response Section I: Cover Letter and Insurance Certificate
 - Response Section II: General Background and Qualifications
 - Response Section III: Ability to Implement the Activities and Specifications of this Contract
 - Response Section IV: References
 - Response Section V: Staffing (if other than individual)
 - Response Section VI: Proposed Work Plan (if other than individual)
 - Response Section VIII: Cost Proposal
 - Response Section X: Acceptance of RFP and State Contract Conditions

6.2 Finalists Presentations

The State reserves the right to request on-site demonstrations from bidders prior to the

selection of a contractor.

6.3 Method of Award

The State reserves the right to accept or reject any or all proposals. Upon completion of the evaluation process, the VT DOC will select one or more bidder based on the evaluation findings and other criteria deemed relevant for ensuring that the decision made is in the best interest of VT DOC. The selected vendor will be requested to enter into negotiation with the State of Vermont on contract specifications, including detailed work plans, deliverables and timetables.

In the event the VT DOC is not successful in negotiating a contract with a selected bidder, the VT DOC reserves the option of negotiating with another bidder.

Any contract negotiated must undergo review and signature according to statute and policy.

The Contractor will be paid based rates commensurate with education, training and cultural competency of the proposed staff for completed deliverables set forth in the contract.

Penalties and/or Retainage will be a condition of this contract.

The contract for Pretrial Services; risk assessments, needs assessments and case management is for time frame: December 15, 2014 through December 14, 2016. The contract may be renewed without rebidding for time frame with approval from the Administration.